

SOLICITATION, OFFER, AND AWARD  
(Construction, Alteration, or Repair)

OMB No. 0690-0008  
Expiration Date: 11/30/98

1. SOLICITATION NO.  52SBNB0C1040	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	3. DATE ISSUED  04/21/00
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IMPORTANT-The "Offer" section on pages 2 and 3 must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 351-0870	6. PROJECT NO.
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7. ISSUED BY Nat. Inst. of Stds. & Tech. AAD/Building 301/Room B117 100 Bureau Drive/Stop 3572 Gaithersburg, MD 20899	8. ADDRESS OFFER TO Nat. Inst. of Stds. & Technology AAD/Building 301/Room B117 100 Bureau Drive/Stop 3572 Gaithersburg, MD 20899
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9. FOR INFORMATION CALL	A. NAME Joan M. Smith	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (301) 975-6458
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

The Contractor shall provide all labor, equipment, and material for fluorescent lamp and ballast replacement at the National Institute of Standards and Technology, Gaithersburg Maryland site. The performance of this indefinite delivery indefinite quantity contract shall be accordance with Section C, the Statement of Work, and all terms and conditions of this solicitation.

Price Range: Between \$250,000 and \$500,000

11. The Contractor shall begin performance within \* calendar days and complete it within \* calendar days after receiving [ ] award [X] notice to proceed. This performance period is [X] mandatory [ ] negotiable. (See \* PER EACH DELIVERY ORDER).

EXCEPTION TO STANDARD FORM 1442 (REV.4-85)

Prescribed by GSA  
FAR(48 CFR) 53.236-1(e)

SOLICITATION, OFFER, AND AWARD  
(Construction, Alteration, or Repair)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES" indicate within how many calendar days after award in Item 12B.) [X] YES [ ] NO	12B. CALENDAR DAYS  TBD
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and three (3) copies to perform the work required are due at the place specified in Item 8 by 3:00 PM (hour) local time May 23, 2000 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [ ] is, [X] is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 Days calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
CODE                      FACILITY CODE	16. REMITTANCE ADDRESS (Include only if different than Item 14)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS	
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EXCEPTION TO STANDARD FORM 1442 (REV.4-85)

SOLICITATION, OFFER, AND AWARD  
(Construction, Alteration, or Repair)

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE					20C. OFFER DATE				

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM _____ (4 copies unless otherwise specified)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO: [ ] 10 USC 2304(c) ( ) [ ] 41 USC 253(c) ( )
26. ADMINISTERED BY CODE   _____	27. PAYMENT WILL BE MADE BY

EXCEPTION TO STANDARD FORM 1442 (REV.4-85)

SOLICITATION, OFFER, AND AWARD  
(Construction, Alteration, or Repair)

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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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[ ] 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

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[ ] 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA  BY _____	31C. AWARD DATE

EXCEPTION TO STANDARD FORM 1442 (REV.4-85)

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## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 SCHEDULE OF ITEMS AND PRICES

See Attachment 1, Part I, The Schedule, Section B, Supplies or Services and Prices/Costs, dated 04/04/00, 18 pages and Attachment 4, Pricing Discounts, dated 04/05/00, 1 page.

## B.2 MINIMUM AND MAXIMUM CONTRACT AMOUNTS

During the period specified in the ORDERING clause (FAR 52.216-18), the Government shall place orders totalling a minimum of \$5,000.00. The amount of all orders shall not exceed \$300,000 over the life of the contract.



## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1 STATEMENT OF WORK/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J, Attachment Number 2, entitled "Technical Requirements for the Lamp and Ballast Replacement Indefinite Delivery Indefinite Quantity Contract at the National Institute of Standards and Technology, Gaithersburg, Maryland".

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

WWW.ARNET.GOV

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-14	SUSPENSION OF WORK	APR 1984

## F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is from the effective date of the contract through twelve months thereafter. Each delivery order shall contain its own period of performance.

## SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL  
REPRESENTATIVE (COTR)

- (a) (To be designated at time of award), is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing. The COTR is located at the U.S. Department of Commerce, \_\_\_\_\_  
\_\_\_\_\_. His telephone number is Area Code \_\_\_\_\_.
- (b) The responsibilities and limitations of the COTR are as follows:
- (1) The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
  - (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

## G.2 Contracting Officer's Authority

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTION TO EXTEND THE TERM OF THE  
CONTRACT--FIXED-PRICE CONTRACT

The Government has the option to extend the term of this contract for two (2) additional periods. If more than thirty (30) days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last thirty (30) days of the period of performance, the Government must provide to the Contractor written notification prior to that last thirty (30)-day period. This preliminary notification does not commit the Government to exercising the option.

Exercise of an option will result in the following contract modifications:

The "Period of Performance" clause will be modified as follows:

Period	Start Date	End Date
Option 1	Twelve Months and One Day Thereafter	Twelve Months Thereafter
Option 2	Twenty-Four Months and One Day Thereafter	Twelve Months Thereafter

## H.2 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

## H.2 (Continued)

## (b) General Liability.

(1) The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property Damage liability insurance shall be required in the amount of \$100,000.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

## H.3 PERFORMANCE AND PAYMENT BOND REQUIREMENTS

The Miller Act (40 U.S.C. 270a-270f) requires performance and payment bonds on any construction requirement exceeding \$100,000. Therefore, if any delivery order placed against this contract exceeds \$100,000, performance and payment bonds will be required.

Performance bonds are not required on delivery orders less than \$100,000. However, payment protection is required on delivery orders between \$25,000 and \$100,000. The method of payment protection the Government is accepting for those delivery orders between \$25,000 and \$100,000 are either a payment bond or an irrevocable letter of credit (ILC).

## H.4 PLACEMENT OF ORDERS

The Contractor shall provide services under this contract only as directed in Delivery Orders. In accordance with FAR 16.505, each order will include:

(a) Date of order.

## H.4 (Continued)

- (b) Contract number and order number.
- (c) Item number and description, quantity, unit price, and total
- (d) Delivery or performance date.
- (e) Place of delivery or performance (including consignee).
- (f) Packaging, packing, and shipping instructions, if any.
- (g) Accounting and appropriation data.
- (h) Method of payment and payment office, if not specified in the contract.
- (i) Any other pertinent information.



## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

WWW.ARNET.GOV

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS Alternate I (APR 1984)	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	AUG 1996
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL 1995

## I.1 (Continued)

NUMBER	TITLE	DATE
52.222-6	DAVIS-BACON ACT	FEB 1995
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	FEB 1988
52.222-9	APPRENTICES AND TRAINEES	FEB 1988
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	FEB 1988
52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2000
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-4	PATENT INDEMNITY - CONSTRUCTION CONTRACTS	APR 1984
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	FEB 1992
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	OCT 1995
52.228-13	ALTERNATIVE PAYMENT PROTECTIONS	OCT 1997
52.228-14	IRREVOCABLE LETTER OF CREDIT	OCT 1999
52.228-15	PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION	SEP 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984

## I.1 (Continued)

NUMBER	TITLE	DATE
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 1997
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	JUN 1997
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-4	CHANGES	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.246-21	WARRANTY OF CONSTRUCTION	APR 1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) Alternate I (SEP 1996)	SEP 1996
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN  
FEDERAL TRANSACTIONS (DEVIATION NOV 1990) (JUN 1997)

## (a) Definitions.

"Agency," as used in this clause, means executive agency as

## I.2 (Continued)

defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.

## I.2 (Continued)

- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

## I.2 (Continued)

## (b) Prohibitions.

- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
- (3) The prohibitions of the Act do not apply under the following conditions:
  - (i) Agency and legislative liaison by own employees.
    - (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
    - (B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
    - (C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

## I.2 (Continued)

- (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.
  - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
  - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
  - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
- (E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.
- (ii) Professional and technical services.
- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--
- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid,

## I.2 (Continued)

proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

- (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing



## I.2 (Continued)

professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
  - (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.
  - (E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.
- (iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following sales activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter;

- (A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (B) Technical discussions and other activities regarding the application or adoption of the person's products or services for an agency's use.

(c) Disclosure.

- (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure

## I.2 (Continued)

form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

- (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

- (d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

- (e) Penalties.

- (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by

## I.2 (Continued)

paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

## I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

## I.3 (Continued)

- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

## I.4 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through twelve months thereafter.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of \$300,000;
  - (2) Any order for a combination of items in excess of \$300,000; or
  - (3) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in

## I.5 (Continued)

paragraph (b) above.

- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days.

## I.7 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984) (DEVIATION)

- (a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the

## I.7 (Continued)

Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Openings that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause-

(1) Includes, but is not limited to, openings that occur in jobs categorized as-

- (i) Production and nonproduction;
- (ii) Plant and office;
- (iii) Laborers and mechanics;
- (iv) Supervisory and nonsupervisory;
- (v) Technical; and
- (vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor

## I.7 (Continued)

agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as-

- (i) Employment;
  - (ii) Upgrading;
  - (iii) Demotion or transfer;
  - (iv) Recruitment;
  - (v) Advertising;
  - (vi) Layoff or termination;
  - (vii) Rates of pay or other forms of compensation; and
  - (viii) Selection for training, including apprenticeship
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.
- (c) Listing openings. (1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.
- (3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive

## I.7 (Continued)

orders or regulations concerning nondiscrimination in employment.

- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
  - (5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.
- (d) Applicability. (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.
- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.
- (e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
  - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective



## I.7 (Continued)

bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

## I.8 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS-STATEMENT OF WORK/SPECIFICATIONS  
THAT ARE HEREBY MADE A PART OF THIS SOLICITATION AND  
ANY RESULTANT CONTRACT

Attachment 1 - Part I, The Schedule, Section B Supplies or  
Services and Prices/Costs, dated April 4,  
2000, 18 pages.

Attachment 2 - Technical Requirements for the Lamp and Ballast  
Replacement Indefinite Delivery - Indefinite  
Quantity Contract at the National Institute of  
Standards and Technology, Gaithersburg, Maryland,  
dated January 10, 2000, 44 pages.

Attachment 3 - General Decision, MD000056, dated 02/22/00,  
4 pages.

Attachment 4 - Pricing Discounts, dated 04/05/00, 1 page.

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORSK.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE  
DETERMINATION (APR 1985)

## (a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

## (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

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[Insert full name of person(s) in the offeror's organization responsible for determining the

## K.1 (Continued)

prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING  
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  
DEVIATION (JAN 1990)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

## K.2 (Continued)

Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend this disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

## (a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the

## K.3 (Continued)

accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:\_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other\_\_\_\_\_.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

## K.3 (Continued)

Name \_\_\_\_\_

TIN \_\_\_\_\_

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS  
(MAR 1996)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant

## K.4 (Continued)

manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.



## K.5 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____
_____	_____

## K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 1731.
- (2) The small business size standard is \$7.0 million average annual receipts for an offeror's preceeding 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business

## K.6 (Continued)

concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FEB 1999)

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE  
REPORTING (OCT 1996)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
  - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--
  - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
    - ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
    - ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
    - ☐ (iii) The facility does not meet the reporting

## K.8 (Continued)

thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulations; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

## K.9 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

SECTION L - INSTRUCTIONS, CONDITIONS, AND  
NOTICES TO OFFERORSL.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

WWW.ARNET.GOV

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)  
PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.215-1	INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION	FEB 2000
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION	FEB 1999

## L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a indefinite delivery indefinite quantity firm fixed price contract resulting from this solicitation.

L.3 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY

In accordance with FAR 52.222-23, Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity, the following terms apply:

## L.3 (Continued)

The covered area is Maryland, Montgomery, Gaithersburg.

Trade	GOALS	
	Minority Participation	Female Participation
All	14%	6.9%

L.4 52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF  
PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION  
MATERIAL (FEB 2000)

- (a) Definitions. "Construction material, domestic construction material, and foreign construction material", as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).
- (b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers.
  - (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
  - (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

## L.4 (Continued)

## (d) Alternate offers.

- (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--
  - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
  - (ii) May be accepted if revised during negotiations.

## L.5 PROPOSAL PREPARATION INSTRUCTIONS

## 1. GENERAL INSTRUCTIONS

A. Offerors are required to submit information in their proposals which corresponds directly to the evaluation criteria in Section M of this solicitation. Specific requirements are detailed below.

B. The proposal shall be prepared in two parts:

- (1) Technical Proposal
- (2) Price Proposal

An original and three (3) copies of the proposal are required.

Each of the parts shall be separate and complete in itself so that the evaluation of one may be accomplished independently from the evaluation of the other. No reference to price shall be contained in the technical proposal.

## L.5 (Continued)

C. The envelope(s) containing the proposals shall be clearly labeled with the following information:

- (1) Solicitation No.- 52SBNB0C1040
- (2) Project Title - IDIQ Lamp and Ballast Replacement
- (3) Offeror's Name -

## 2. SPECIFIC INSTRUCTIONS

## Technical Proposal Format

## (A) Project Management Plan

Briefly describe the systems and procedures to be used to provide continuity and overall control of quality, costs, and schedule throughout the life of the contract. Identify specific organizational elements that will be participating in the project. Identify the key personnel to be assigned to the project. Resumes of these individuals are required to be attached to the plan. Identify any subcontractors who will be members of the offeror's project team.

Subfactor 1/Work and Schedule Plan - Provide a plan on how your firm will estimate a delivery order using the price schedule and the fixed unit prices. Indicate the turn around time on a request for a delivery order proposal, and the method used to estimate the quantities for a delivery order. If negotiations are required on the delivery order proposal, indicate if a different person would be responsible for the negotiations.

Subfactor 2/Project Staffing Plan - Provide a plan on how your firm will handle paperwork relating to the contract and delivery orders. Provide a delivery order staffing plan, which identifies key subcontractors, key construction, and management personnel (including names, titles, and organization relationships) with regard to this contract. Clearly indicate lines of authority between Construction Management and major subcontractors. Provide resumes for each key personnel to include proposal preparation personnel, construction project managers, general superintendents, and foremen, not to exceed one page.

Subfactor 3/Contractor Team Experience - Describe the degree and type of subcontracting proposed and the rationale for the degree of subcontracting. Provide a list of the proposed subcontractors, including names, address, phone number, and specialty.



## L.5 (Continued)

Subfactor 4-Safety Record - Provide a certified insurance letter indicated the Experience Modifier Rating average for the past three years.

## (B) Past Performance

Provide information including project name, project contact (customer), and phone number for relevant projects completed in the last five years. Include information on the following:

1. Ability to construct the project during the performance period.
2. Timeliness of responding to correspondence and requests.
3. Business Practices.
4. Quality of the project and service.
5. Customer satisfaction.
6. Performance of key personnel and
7. Federal, State, and Local Government work.

## (C) Technical Experience

Provide a descriptive narrative indicating experience in ballast and lamp replacement, occupancy sensor installation, lamp and ballast disposal, delivery orders of both less than and greater than \$25,000. Both contractor and subcontractor experience should be indicated.

## (D) Clean Up Plan in Occupied Space

Provide a plan for ballast and lamp disposal and cleaning in an occupied office, restroom, or hallway. Describe the methods planned for each delivery order.

L.6 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS  
(APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## L.7 REGULATORY NOTICE

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

## L.8 INQUIRIES

Inquiries and all correspondence concerning this solicitation document should be submitted in writing to the issuing office. OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE PERSON CITED IN BLOCK 9 OF SF1442 ABOUT ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD.

## L.9 AMENDMENTS TO PROPOSALS

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment at the bottom of the changed pages.

## L.10 SET-ASIDE INFORMATION

This solicitation includes the following set-aside criteria:

- (a) Percent of the set-aside: 100%
- (b) Type of set-aside: Total, Small Business

## L.11 SERVICE OF PROTESTS

An agency level protest may be filed with either the Contracting Officer or the Agency Protest Decision Authority. Procedures for filing an agency protest with the Protest Decision Authority are contained in the Agency Protest Procedures Clause contained in Section L herein.

Agency protests filed with the Contracting Officer shall be sent to the following address:

Pauline E. Mallgrave  
Nat. Inst. of Stds. & Technology  
100 Bureau Drive/Stop 3572  
Gaithersburg, MD 20899

If a protest is filed with the General Accounting Office (GAO), a complete copy of the protest and all attachments shall be served upon the Contracting Officer as well as the Contract Law Division

## L.11 (Continued)

of the Office of General Counsel within one day of filing with GAO. Service upon the Contract Law Division is to be made as follows:

U.S. Department of Commerce  
Contract Law Division  
Office of the General Counsel  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, NW  
Room 5893  
Washington, DC 20230  
Attn: Jerry Walz  
FAX: (202) 482-5858

L.12 DEPARTMENT OF COMMERCE AGENCY-LEVEL PROTEST  
PROCEDURES LEVEL ABOVE THE CONTRACTING  
OFFICER (DEC 1996)

I. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103).

On October 25, 1995, President Clinton signed Executive Order No. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal

## L.12 (Continued)

Acquisition Regulation (FAR) Part 33.102. A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

## III. PROCEDURES:

- a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Mr. Jorge R. Urrutia  
Director of Administration  
National Institute of Standards and Technology  
Building 101, Room A1105  
Gaithersburg, Maryland 20899  
FAX No. 301-926-7203

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Contract Law Division  
Office of the Assistant General Counsel for Finance and  
Litigation  
Department of Commerce, Room H5882  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230  
(FAX Number 202-482-5858)

- b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.
  1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than

## L.12 (Continued)

those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.
3. To be complete, protests must contain the following information:
  - (i) the protester's name, address, telephone number, and fax number
  - (ii) the solicitation or contract number, name of contracting office and the contracting officer
  - (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
  - (iv) copies of relevant documents supporting protester's statement
  - (v) a request for ruling by the agency
  - (vi) statement as to form of relief requested
  - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
  - (viii) all information establishing the timeliness of the protest.

All protests must be signed by an authorized representative of the protester.

Within 14 days after the protest is filed, the contracting officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest

## L.12 (Continued)

decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) the supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the contracting officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or
- (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

## IV. REMEDIES:

## L.12 (Continued)

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract,
- (2) re-compete the requirement,
- (3) issue a new solicitation,
- (4) refrain from exercising options under the contract,
- (5) award a contract consistent with statutes and regulations,
- (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

## SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

WWW.ARNET.GOV

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)  
PROVISIONS

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

## M.2 BASIS FOR EVALUATION

1. This is a best value, competitive requirement. Award will be made to the offeror: whose offer conforms to the solicitation requirements, who is determined responsible in accordance with the Federal Acquisition Regulations (FAR) by possessing the financial and other capabilities to fulfill the requirements of the contract; and whose proposal is judged, by an integrated assessment of price and other evaluations factors listed in SECTION M, to be the most advantageous to the Government. The Government will use the best value trade-off process in determining which offer is in the best interest of the Government, in accordance with FAR 15.101-2.

2. The Government intends to award a single contract from this solicitation. The Government reserves the right to not award a contract depending on the quality of the proposals submitted.

Discussion/Final Proposal Revisions - The Contracting Officer will engage in discussions with all offerors in the competitive range in accordance with FAR 15.306. At the conclusion of the discussions, a final common cut-off date which allows a reasonable



## M.2 (Continued)

opportunity for submission of written final proposal revisions will be established. Those offerors selected to remain in the competitive range will be notified to submit Final Proposal Revisions.

Final Evaluation of Offers - A final proposal evaluation will be performed after receipt of Final Proposal Revisions.

3. All evaluation factors and subfactors, other than price, are significantly more important than price. In addition to price, proposals will be evaluated based on the following factors, listed in descending order of importance. In addressing the evaluation factors below, the offeror shall demonstrate their understanding of the requirement. Weighting of the evaluation factors are as follows:

Factor A is worth slightly less than one-half of the total technical points, with Subfactors 1, 2, 3, and 4 of equal value.

Factor B is worth slightly less than one-third of the total technical points.

Factor C is worth one-half the value of Factor A, and approximately one-fifth of the total technical points.

Factor D is worth one-half of the value of Factor C, and approximately one-tenth of the total technical points.

Factor E - Price will not be scored.

FACTOR A - PROJECT MANAGEMENT PLAN

Subfactor 1/Work and Schedule Plan - Evaluation of this subfactor will be based on information contained in the technical proposal that demonstrates the offeror's understanding of the work and schedule plan.

Subfactor 2/Project Staffing Plan - Evaluation of this subfactor will be based on information contained in the technical proposal that demonstrates the offeror's proposed office management of each delivery order.

Subfactor 3/Contractor Team Experience - Evaluation of this subfactor will be based on information contained in the technical proposal that demonstrates the offeror's plans for subcontracting.

Subfactor 4/Safety Record - Evaluation of this subfactor will be based on information contained in the technical proposal that demonstrates the offeror's safety record.

## M.2 (Continued)

## FACTOR B - Past Performance

Evaluation of this factor will be based on information contained in the technical proposal and information provided by references. The Government will evaluate past performance by contracting the references selected at random or a specific reference identified by the offeror. The Government may also consider other information available.

## FACTOR C - Technical Experience

Evaluation of this factor will be based on information contained in the technical proposal that indicates the offeror's previous experience with their subcontractors in similar applications.

## FACTOR D - Clean Up Plan in Occupied Areas

Evaluation of this factor will be based on information contained in the technical proposal to provide for clean up in occupied spaces.

## FACTOR E - Price

The proposed prices will be evaluated, but not scored. The price evaluation will determine whether the proposed prices are realistic, complete, and reasonable in relation to the solicitation requirements. Proposed prices are required to be entirely compatible with the technical proposal.

Although price is the least important evaluation factor, it will not be ignored. The degree of importance of the proposed price will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would result in the best value to the Government.

## M.3 RESPONSIBILITY

A contract will only be awarded to a prospective contractor who is determined to be responsible. In the absence of information clearly indicating that the prospective contract is responsible, the Contracting Officer shall make a determination of nonresponsibility. A prospective contractor must affirmatively demonstrate its responsibility, including, when necessary, the responsibility of its proposed subcontractors. To be determined

## M.3 (Continued)

responsible, prospective contractors must:

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them;
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business
- (c) Have a satisfactory performance record. A prospective contractor shall not be determined responsible or nonresponsible solely on the basis of relevant performance history, except as provided in FAR 9.104;
- (d) Have a satisfactory record of integrity and business ethics;
- (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them, including as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors;
- (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

## M.4 PRE-AWARD SURVEY

If the offer submitted in response to the RFP is favorably considered, the Government reserves the right for a survey team to visit the offeror's facility for the purpose of determining the technical and financial ability to perform. A current financial statement and other data pertinent to this purpose should be available at the time the team makes the visit.